

**AGREEMENT**

**BETWEEN**

**HOWARD COUNTY, MARYLAND**

**AND**

**AMERICAN TRAFFIC SOLUTIONS, INC.**

**AGREEMENT NO. PA-52-2016**

**HOWARD COUNTY, MARYLAND  
AGREEMENT**

**PA 52-2016**

THIS AGREEMENT (the "Agreement") is made by and between HOWARD COUNTY, MARYLAND, a body corporate and politic, (the "County") and AMERICAN TRAFFIC SOLUTIONS, INC., 1150 NORTH ALMA SCHOOL ROAD, MESA, ARIZONA 85201, Federal Employer Identification Number 48-1114931, Telephone Number 480-596-4652 (the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to perform all services, in strict and entire conformity with the Attachment A entitled, "Services to be Performed", any Purchase Order subsequently issued, the Request for Proposals No. 04-2016, Traffic Enforcement, Automated Red Light and Speed Detection Camera Systems and Office Services, the Contractor's response, the Best and Final Offer dated December 1, 2015, and any amendments or revisions thereto (collectively, the "Proposal"), incorporated herein either by reference or attachment, as applicable.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for services rendered in accordance with this Agreement, the other attachments hereto, the Proposal, and the Purchase Order, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties.

The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall perform the services outlined in Attachment A hereto. The Contractor's services will be provided with due care and in accordance with all applicable standards. The Contractor shall perform the services for the Chief of Police, Howard County Police Department, of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation.

2.1 In consideration of the services to be provided by the Contractor, the County shall pay the Contractor in accordance with the unit prices below.

<i>Digital Red Light Camera Site(s): Lease per camera site based on the following number of locations for all jurisdictions:</i>	
1)	0 to 75 sites: Monthly lease per site - \$2,450.00/month
2)	76 to 100 sites: Monthly lease per site - \$2,350.00/month
3)	101 + sites: Monthly lease per site - \$2,300.00/month
<i>Red Light Violation Processing Fee: Per approved citation based on the total monthly volume for all jurisdictions:</i>	
4)	5,000 to 10,000 approved citations per month for all jurisdictions combined - \$11.00 per citation per month
5)	10,001 + approved citations per month for all jurisdictions combined - \$11.00 per citation per month

2.2 In no event shall the compensation paid to the Contractor exceed the sum of Twelve Million Nine Hundred Thousand Dollars (\$12,900,000.00) during the entire term of this Agreement, including renewals thereof provided, however, that the County may entertain a request for adjustment in any year subsequent to the first year in accordance with Section D, Paragraph 40 of the solicitation.

2.3 The Contractor shall submit invoices to the County monthly. The Contractor's invoices shall reflect the:

- 2.3.1 Contractor's name
- 2.3.2 Address
- 2.3.3 Federal tax identification number
- 2.3.4 Contract number (the first two digits are 44XXXXXXXXXX)
- 2.3.5 Purchase Order (number the first two digits are 2XXXXXXXXXX)
- 2.3.6 Contract line number
- 2.3.7 Unit price and extended price (the unit price must match a contract line)
- 2.3.8 Description of goods provided and/or services performed

2.4 The proper form of County invoices requires that the information above be included on all invoices.

2.5 All invoices shall be submitted to Howard County Department of Police, 3410 Courthouse Drive Ellicott City MD 21043, or e-mailed to the Program Administrator. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

2.6 Invoices may be returned for collection. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

### 3. Term.

3.1 This Agreement shall be effective January 5, 2016 and shall continue through December 31, 2016 (hereinafter defined as the "Initial Term"), at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

3.2 The County reserves the right to renew this Agreement upon the mutual consent of the Parties for seven one-year renewals on the same terms and conditions set forth herein. Unless set forth in a written amendment, the compensation and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

4. Contractor's Representations and Warranties. The Contractor hereby represents the following:

4.1 The Contractor is a corporation, duly formed and validly existing under the laws of the State of Kansas and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Affidavit and the Proposal response remain true and correct in all respects.

5. Termination:

5.1 Termination for Convenience: The County may terminate this Agreement for convenience, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

5.2 Termination for Default: When the either party has not performed or has unsatisfactorily performed one or more material terms of the Agreement and therefore is in default, the non-defaulting party may terminate the Agreement for default: Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of either party to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If Contractor defaults and the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

5.3 Upon termination of this Agreement, either for cause, except for termination by Contractor for non-payment, or because it has reached the end of its term, the Parties recognize that the County will have to process violations in the "pipeline", and that Contractor accordingly must assist the County in this regard. Accordingly, the Parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- The County shall cease using the Axis System to capture violations.
- Unless it is unlawful to do so, Contractor shall, for a period of ninety (90) days, continue to process all images taken by the County before termination and provide all services associated with processing in

accordance with this Agreement in order to clear any violations still outstanding.

- The County shall return or allow Contractor to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- If Contractor recovers the provided equipment, Contractor shall remove any and all equipment or other materials Contractor installed in connection with Contractor's performance of its obligations under this Agreement, at no cost to the Customer, including but not limited to housings, poles and Camera Systems. Contractor shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground conduit and other equipment shall not be required to be removed.
- In the event of termination by ATS for non-payment of Service Fees by Customer, ATS shall cease processing violations as of the date of termination

6. Remedies for Default.

6.1 Either party shall have the right upon the happening of any Default, upon notice and an opportunity to cure to the non-defaulting party:

6.1.1. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

6.1.2. If Contractor defaults, to suspend the Contractor's authority to receive any undisbursed funds; and/or

6.1.3. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the either party, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2 Upon termination of this Agreement for default by Contractor, the County may elect to pay the Contractor for services provided up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent.

No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to either party shall be concurrent and may be pursued separately, successively or together against the other party, and every right, power and remedy given to either party may be exercised from time to time as often as may be deemed expedient by such party.

8. Insurance.

The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in Section D, Paragraph 43 of the Request for Proposals, including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the

form of binders or declarations from the insurance company.

9. Confidential Information.

Neither party shall disclose any documentation and information disclosed to the other party in the course of its performance of duties hereunder with respect to such party's past, present and future business, services and clients without the express written consent of the non-disclosing party. An exception to this section exists as it relates to the County procuring new partners in its Regional Automated Enforcement Center (RAEC) red light camera program or disseminating information among its current partners.

10. Ethics.

10.1. The Contractor certifies that the officer of the legal entity who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 90 I (a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2. The Contractor certifies that it has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.

11. Assignment.

Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other; provided, however, that Contractor may assign the contract for business financing or other corporate reorganizational purposes. Nothing herein shall be construed to create any personal or individual Liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

12. Delegation of Duties.

Except for the duties that have historically been performed by subcontractors on behalf of Contractor, the Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

13. Indemnification.

13.1. The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability, arising out of or relating to this Agreement.

13.2. Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

13.3. In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions of the solicitation and/or this Agreement, the terms set forth in the Agreement shall govern.

14. Integration and Modification.

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of all parties to this Agreement.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland. All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation.

16. Conflicting Terms.

16.1. The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

16.2. In the event of a conflict between the Proposal and this Agreement, the provisions of this Agreement (without the conflicting terms in the Proposal shall prevail).

17. Severability.

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18. Time is of the Essence.

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19. Funding.

The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

20. Ownership of Goods.

All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County; provided, however, that Contractor shall retain ownership of and all rights in any and all proprietary software, hardware, or intellectual property it may own or develop as of the date of execution of this Agreement.

21. Notice.

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered, and there is written confirmation of delivery or refusal of receipt, to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY:

Shelley J. Liby, Buyer; Howard County, Maryland; Office of Purchasing; 6751 Columbia Gateway Drive, Suite 501; Columbia, Maryland 21046; Telephone: 410-313-6379; Fax: 410-313-6388 ; Email: sjliby@howardcountymd.gov.

AND

Adam Youssi, Red Light Traffic Enforcement Program Administrator, Howard County, Maryland; Department of Police; 9250 Bendix Road; Columbia, Maryland 21045; Telephone: 410-313-7530; Email: [ayoussi@howardcountymd.gov](mailto:ayoussi@howardcountymd.gov).

FOR THE CONTRACTOR:

Tricia Chiodo, Chief Financial Officer; American Traffic Solutions, Inc.; 1150 North Alma School Road, Mesa, Arizona 85201; Telephone 480-596-4652; Fax: 480-596-4501; Email [tricia.chiodo@atsol.com](mailto:tricia.chiodo@atsol.com).

22. No Waiver, Etc.


No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

SIGNATURES BEGIN ON NEXT PAGE



IN WITNESS WHEREOF, the parties have executed this Agreement PA-52-2016.

WITNESS:

  
Signature  
PrintName: Matthew Alexander


AMERICAN TRAFFIC SOLUTIONS, INC.

By:

  
Patricia D. Chiodo  
Chief Financial Officer

WITNESS:

HOWARD COUNTY, MARYLAND



Robbins, Lonnie  
Chief Administrative Officer



Allan Kittleman  
County Executive

APPROVED FOR LEGAL SUFFICIENCY

this 6th day of January, 2016



Reviewed by: Tucker, Constance  
Assistant County Solicitor



Kuc, Gary  
County Solicitor

APPROVED FOR SUFFICIENCY OF FUNDS DEPARTMENT APPROVED



Ighile, Rafiq  
Deputy Director Finance, for  
Milesky, Stanley  
Director of Finance



Gardner, Gary  
Chief of Police  
Department of Police

## ATTACHMENT A

### SERVICES TO BE PERFORMED

The Contractor shall provide digital red light camera systems and office services for the County and the Regional Automated Enforcement Center (the "RAEC"). Services include furnishing all cameras and infrastructure to operate the camera system, providing regularly scheduled system maintenance, developing and implementing construction plans and requesting approval for all new installation plans from local and state officials as specified in the Proposal. The camera system shall provide at least two high resolution color images of each violating vehicle, as well as a third image; which may or may not be cropped from the first two, containing a clearly legible image of the registration plate. The Contractor shall also furnish the County with clear video evidence of every red light camera infraction as detailed in the Proposal. The Contractor must be willing and able to establish and support real time camera access to the County, and connect to the Inter-County broadband network per the terms of the Proposal.

In addition, the Contractor shall provide violation processing services for the County and the RAEC at the Regional Automated Enforcement Center located at 9250 Bendix Road, Columbia, MD 21046. The Contractor shall provide the hardware and software to operate the citation processing system. The software shall be web-based to allow the County, the RAEC and Court personnel full remote access. The system shall allow violators to view and pay violations on- line. The Contractor shall provide a full-time on-site manager, provide staff to review, process and mail citations and provide all equipment to operate the citation processing system in addition to computer workstations and other equipment requested for use by Howard County staff in its red light camera program.

The above are in addition to any other services set forth in the Proposal.

## ATTACHMENT B

### HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

#### *Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally; nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership in connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

#### *Code Section 4-119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

#### (b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

#### (c) **Fair Employment Practices.**

(1) Bidders, vendors and purchasers may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being declared pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been declared from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) **Payment of subcontractors.** All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No

contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

*Code Section 22,204. - Prohibited Conduct and Interests.*

(a) Participation Prohibitions.

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
  - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
    - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
    - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
    - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
    - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, in which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
    - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
    - f. A business entity that:
      1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
      2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

- (i) The disqualification leaves a body with less than a quorum capable of acting;
  - (ii) The disqualified official or employee is required by law to act; or
  - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) Employment and Financial Interest Restrictions.

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
    - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
    - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
  - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
  - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
  - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
  - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) Post-Employment Limitations and Restrictions.

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.
- (2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) Contingent Compensation. Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(c) Use of Prestige of Office.

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) Solicitation and Acceptance of Gifts.

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know;

(i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;

(ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

(iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (1) of this subsection, an official or employee may accept the following:

a. Meals and beverages consumed in the presence of the donor or sponsoring entity;

b. Ceremonial gifts or awards that have insignificant monetary value;

c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) Disclosure of Confidential Information. Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) Participation in Procurement.

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.



## AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the date of final execution hereof and effective (the "Effective Date") concurrently with that certain agreement entered into between American Traffic Solutions, Inc. ("ATS") and Howard County, Maryland (the "County") dated January 5, 2016 (the "Howard County Agreement"). This Agreement is entered into by and between the City of Greenbelt, Maryland, a municipal corporation of the State of Maryland ("Municipality"), and American Traffic Solutions, Inc., a Kansas corporation ("ATS").

WHEREAS, ATS has entered into the Howard County Agreement which provides for ATS and its agents and subcontractors to provide certain systems and services related to the County's enforcement of traffic laws and ordinances, as further specified in the Howard County Agreement (collectively, the "Services"); and,

WHEREAS, the Municipality and the County have entered into a Memorandum of Understanding ("MOU") regarding the operations and implementation of the Regional Automated Enforcement Center ("RAEC") Program; and,

WHEREAS, the Municipality has previously entered into an agreement for collections services with LaserCraft, Inc.; and,

WHEREAS, the Municipality desires ATS to provide Services to the Municipality subject to the terms and conditions contained in the County Agreement and the provisions herein; and,

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Howard County Agreement and in this Agreement, the parties hereto agree as follows:

1. **Services.** The parties agree that ATS will provide the Services to the Municipality pursuant to the terms and conditions of the Howard County Agreement. In addition, the Municipality consents and agrees to a release and assignment by LaserCraft to ATS of that certain agreement for collections services entered into between LaserCraft and the Municipality (the "Collections Services Amendment"). All terms, conditions, pricings, and other provisions of the Collections Services Amendment shall continue without amendment and all references to LaserCraft in the Collections Services Amendment shall be replaced with references to ATS.
2. **Pricing and Billing.** Pricing and invoicing shall be as set forth in the Howard County Agreement. All collections services shall continue without amendment as set forth in the Collections Services Amendment.
3. **Term and Termination.** This Agreement shall begin on the Effective Date. This Agreement shall terminate concurrently with the termination of the Howard County Agreement or upon the termination or expiration of the MOU.
4. **Incorporations.** ATS agrees to provide to the Municipality with all of the options, rights, protections, entitlements and indemnities afforded to the County in the Howard County

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American Traffic Solutions, Inc.  
1150 N. Alma School Rd.  
Mesa, AZ 85201  
Attn: Legal Department

GREENBELT, MARYLAND

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
City Clerk Date